

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">12</div>		PAGE OF PAGES <div style="text-align: center;">1 2</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">120</div>		3. EFFECTIVE DATE <div style="text-align: center;">September 12, 2007</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">See Page 2</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE <div style="text-align: center;">PS31-J</div>		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-8993 Fax Jeffrey.S.Jackson@nasa.gov		CODE <div style="text-align: center;">PS31-J</div>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. <div style="text-align: center;">NNM04AA02C</div>	
						10B. DATED (SEE ITEM 13) <div style="text-align: right;">1/1/04</div>	
CODE CAGE- 0T5L1		FACILITY CODE SAP- 103429					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b), the "Limitation of Funds" clause

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Estimated Cost	Shared Savings Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	(b)(4)		\$33,967,189	(b)(4)		\$746,294,302
This Modification			\$0			(\$115,183)
Rev. Base Total			\$33,967,189			\$746,179,119

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<div style="text-align: center;">BY</div> <div style="text-align: center;">/s/ Jeffrey S. Jackson</div> <div style="text-align: center;">(Signature of person authorized to sign)</div>		<div style="text-align: center;">September 12, 2007</div> <div style="text-align: center;">(Signature of Contracting Officer)</div>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

DEOBLIGATION	PLI 207 / ALI 230	(\$ 62,915)
DEOBLIGATION	PLI 207 / ALI 90	(\$ 35,780)
DEOBLIGATION	PLI 206 / ALI 720	<u>(\$ 16,488)</u>
TOTAL DEOBLIGATION		(\$115,183)

The purpose of this modification is to deobligate an amount of \$115,183 in funding. As a result, the coverage date of December 31, 2007 remains unchanged. In addition, Clause B.3, Award Fee for Service Contracts, is revised to reflect a provisional award fee billing rate of (b)(4) that was previously agreed to by the parties in bilateral Modification No. 110. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.3, Award Fee for Service Contracts, paragraph (e)(1) is revised to reflect a provisional award fee billing percentage of (b)(4) in lieu of (b)(4). The rate of (b)(4) was agreed to in bilateral Modification No. 110 but was incorrectly reflected as (b)(4) in this clause. The rate of (b)(4) was correctly reflected in that modification in Clause B.6, Contract Funding.
- B. Under Section B, Clause B.6, Contract Funding, the total amount allotted by the Government is decreased by \$115,183. The total amount obligated is therefore decreased from (b)(4) to (b)(4). This amount will be deducted from the Estimated Cost line. As a result of this action, the funded through date of December 31, 2007 remains unchanged.
- C. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Changes are indicated in either bolded text or by a vertical line in the right margin to indicate the specific area(s) of change.

Page(s) Deleted

B-4 (Mod. 110)
B-8 (Mod. 119)

Page(s) Added

B-4 (Mod. 120)
B-8 (Mod. 120)

- D. All other terms and conditions of NNM04AA02C remain unchanged.

at **Clause B.2 ESTIMATED COST AND AWARD FEE**. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(e) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of (b)(4) (or higher as approved by the Contracting Officer) percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(f) Award fee determinations are unilateral decisions made solely at the discretion of the Government. Award fee that is determined to be payable by the Fee Determination Official under this contract shall be payable upon notice of award to the Contractor from the Contracting Officer and issuance of contract modification incorporating award fee earned.

(g) In the event this contract is terminated prior to a regularly scheduled semiannual award fee determination, the award fee to be paid the Contractor shall be an appropriate portion of the potential award fee, if any, as may be determined by the Fee Determination Official based on work accomplished.

(h) The amount of award fee which has been awarded pursuant to this clause and the period to which said fee applies is set forth in **Clause B.2(a)**.

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
1/1/04 to 12/31/04	(b)(4)
1/1/05 to 12/31/05	
1/1/06 to 12/31/06	
1/1/07 to 12/31/07	
1/1/08 to 12/31/08	

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through December 31, 2007.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Base Fee			
Provisional Award			
Fee (Funded at (b)(4))			
Award Fee Earned	<u>\$33,967,189</u>	<u>\$0</u>	<u>\$33,967,189</u>
Total Sum Allotted	\$746,294,302	(\$115,183)	\$746,179,119

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.